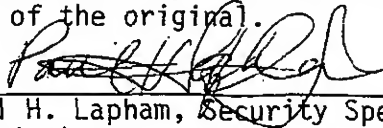


04-710

**AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE
OF
THE KINGDOM OF DENMARK
REGARDING THE EXCHANGE
OF
ADMINISTRATIVE AND PROFESSIONAL PERSONNEL**

I hereby certify that this document is a true and correct copy of the original.



July 7, 1998

Paul H. Lapham, Security Specialist
DUSD(PS)/ISP

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I. DEFINITION OF TERMS.....	1
ARTICLE II. PURPOSE AND SCOPE	2
ARTICLE III. EXECUTIVE AGENTS	3
ARTICLE IV. SELECTION AND ASSIGNMENT OF PERSONNEL	4
ARTICLE V. FINANCIAL ARRANGEMENTS.....	5
ARTICLE VI. SECURITY	7
ARTICLE VII. TECHNICAL AND ADMINISTRATIVE MATTERS	8
ARTICLE VIII. STATUS OF PERSONNEL.....	11
ARTICLE IX. SETTLEMENT OF DISPUTES.....	12
ARTICLE X. ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION	13
ANNEX A - PROCEDURES FOR ADMINISTERING THE EXCHANGE OF ADMINISTRATIVE AND PROFESSIONAL PERSONNEL	15
ANNEX B CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES	16
ANNEX C REQUEST FOR VISIT	17

PREAMBLE

The Department of Defense of the United States of America (US) and the Ministry of Defense of the Kingdom of Denmark, hereinafter referred to as "the Parties," have agreed as follows concerning a program for the exchange of administrative and professional personnel.

ARTICLE I

DEFINITION OF TERMS

The Parties have agreed upon the following definitions for terms used in this Agreement:

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of security classification markings.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under an Agreement, the information shall be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Exchange Program	The exchange of personnel under this Agreement.
Host Organization	The agency or staff, or equivalent organization, of each Defense Department/Ministry to which exchange personnel are assigned for duty pursuant to this Exchange Program.
Host Party	The Defense Department or Ministry of Defense (DOD/MOD) to which the Host Organization belongs.
Information	Any knowledge, regardless of form, provided to, generated in, or used in this Exchange Program.
Parent Organization	The agency or staff, or equivalent organization, of each Defense Department/Ministry, to which exchange personnel belong.
Parent Party	The Defense Department or Ministry of Defense (DOD/MOD) to which the Parent Organization belongs.

ARTICLE II

PURPOSE AND SCOPE

2.1. This Agreement establishes the terms and conditions by which the US DOD and the Danish MOD agree to provide on-site working assignments in agreed policy positions to selected career administrative and professional personnel from the other Party. The work assignments shall provide the personnel with work experience and knowledge of the organization, management, and operation of Host Party functions by performing duties under the direction of a host supervisor. Exchanges of personnel under this Agreement shall be conducted on a reciprocal basis so that the overall benefit to each Party shall be essentially equal. This Exchange Program shall not include training, except as provided in paragraph 5.4, and it is not to be used as a mechanism for the exchange of information between the Parties.

2.2. For the purpose of this Agreement, the Host Organization for the US DOD shall be within the Office of the Secretary of Defense. The Host Organization for the Danish MOD shall be within The Department of Defense.

2.3. Exchange personnel shall not be assigned to positions under this Exchange Program that would involve the release of: Restricted Data or Formerly Restricted Data as defined in the US Atomic Energy Act of 1954 as amended; communications security information; information for which foreign dissemination has been prohibited in whole or in part; information for which a special access authorization is required; information originated by another organization, department, agency or government; or controlled unclassified information, unless the specific information in these categories has been authorized in writing for release to the government of the Parent Party under an existing program, or with the prior written consent of the appropriate disclosure authority, whichever is applicable.

2.4. Exchange personnel shall not act in a liaison capacity or otherwise act as representatives of the Parent Party or the Parent Organization while assigned to exchange positions, nor shall they act as representatives of the Host Party or the Host Organization to which they are assigned. They shall perform duties as defined in the position descriptions (PDs) for their respective positions. A description of procedures to be used to establish exchange positions is included in Annex A to this agreement. The Host Organization shall be identified in each position description.

2.5. The Parties may designate Executive Agents to oversee the Exchange Program established by this Agreement. The Executive Agents shall have the responsibilities described in Article III, below.

ARTICLE III

EXECUTIVE AGENTS

For the US DOD, the Executive Agent (EA) for this Agreement shall be the Office of the Deputy to the Under Secretary of Defense (Policy) for Policy Support. For the Danish MOD, the Executive Agent shall be the Head of the 10th Division (Personnel Administration and Secretariat). The Executive Agents shall be responsible for:

- 3.1.1.** periodically reviewing this Agreement to ensure conformity with current law and regulations;
- 3.1.2.** recommending amendments to this Agreement;
- 3.1.3.** approving annexes to this Agreement; and,
- 3.1.4.** maintaining a record of exchange positions and a historical record of participants in the program.

ARTICLE IV

SELECTION AND ASSIGNMENT OF PERSONNEL

4.1. Participation in this Exchange Program shall be on a highly selective basis from among career military and civilian personnel of the US DOD and the Danish MOD. The Parent Organization shall be solely responsible in the selection of its exchange personnel based on the following criteria:

- 4.1.1. They must have demonstrated capabilities for future positions of greater responsibility.
- 4.1.2. They must be well-versed in the current practices, technical training and doctrine of their organization, and be particularly qualified through experience for the exchange positions to be occupied.
- 4.1.3. They must possess the grade, skill, training, and academic qualifications which are described in the applicable position descriptions.
- 4.1.4. They must be sufficiently proficient in the language of the Host Party to satisfy the requirements of the positions.
- 4.1.5. They should hold, preferably, a graduate degree or equivalent professional qualifications in the professional area related to the positions to which they shall be assigned.

4.2. Consistent with the nomination process, the Host Party shall be authorized to discharge personnel from this Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host Party.

4.3. The normal tour of duty for personnel, exclusive of travel time between countries, shall be for a period of two years. By mutual agreement, this period may be extended to not more than three years in individual cases. Any time required for qualification and familiarization shall be in addition to the normal tour. The tour of duty for personnel may be modified upon written agreement between the Host Organizations.

4.4. The placement of personnel nominated under this Exchange Program shall be conditional upon the ability of the Host Organization to provide work assignments commensurate with the purpose and scope of this Exchange Program for a mutually agreed period of time.

4.5 The Parent Party shall submit to the Host Party an extended visit request for its exchange personnel, using the form and instructions at Annex C.

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. The Parent Party's responsibilities shall include, but shall not be limited to, the following costs for its exchange personnel:

- 5.1.1.** All pay and allowances.
- 5.1.2.** Travel to and from the country of the Host Party.
- 5.1.3.** All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Party.
- 5.1.4.** The movement of dependents and household effects of personnel.
- 5.1.5.** The repatriation and shipment of remains and funeral expenses in the event of the death of personnel or their dependents.
- 5.1.6.** All expenses in connection with the return of personnel who have been discharged from this Exchange Program and their accompanying dependents.
- 5.1.7.** Adequate medical insurance or coverage for program participants and their dependents.

5.2. The Host Party shall be responsible for the following:

- 5.2.1.** Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Party.
- 5.2.2.** Costs incurred as a result of a change in location of work ordered by the Host Party during the period of the exchange.

5.3. The Host Party shall not charge for the use of facilities or equipment necessary for the performance of tasks that it assigns to exchange personnel.

5.4. The Parent Party shall pay the costs of formal and informal training and professional military education (PME).

5.5. The Host Party shall not provide any supplies or services related to those costs that, by virtue of paragraph 5.1 above, are the obligation of the Parent Party. Accordingly, it shall be necessary for the Parent Party to make arrangements to defray such costs directly through its personnel, rather than by reimbursement to the Host Party.

5.6. The obligations of each Party under this Agreement shall be subject to the authorization and availability of funds.

5.7 Appropriate accounting information shall be exchanged, as desired, between the Parties.

ARTICLE VI

SECURITY

6.1. During the selection process, each Party shall inform the other of the level of security clearance required, if any, to permit exchange personnel to have access to classified information and work areas. Access to classified information shall be consistent with Article II, paragraph 2.3. of this Agreement and shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party based on the applicable position description.

6.2. Each Party shall cause security assurances to be filed, through the Danish Embassy in Washington, DC, in the case of the Government of Denmark personnel, and through the US Embassy in Denmark, in the case of the United States personnel, stating the security clearances for all exchange personnel selected. The security assurances shall be included in the Request for Extended Visit (Annex C).

6.3. The Host Organization and the Parent Organization shall ensure that assigned exchange personnel are fully cognizant of applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information to which access might be gained under this program, both during and after termination of an assignment; and shall be required to sign the certification at Annex B.

6.4. Exchange personnel shall at all times be required to comply with the security laws, regulations and procedures of the government of the Host Party. Any violation of security procedures by exchange personnel during their assignments shall be reported to the Parent Party for appropriate action. Exchange personnel committing willful violations of security procedures during their assignments shall be withdrawn from this Exchange Program with a view toward appropriate administrative or disciplinary action by the Parent Party.

6.5. All classified information made available to exchange personnel shall be considered as Classified Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement (GSOMIA) in force between the Government of the United States of America and the Government of Denmark, dated 27 February 1981.

ARTICLE VII

TECHNICAL AND ADMINISTRATIVE MATTERS

7.1. To the extent authorized by the laws and regulations of the government of the Host Party, the Host Organization shall arrange for the provision of administrative support as is deemed necessary for exchange personnel to perform assigned tasks efficiently. The Host Organization shall familiarize exchange personnel with any unique procedures necessary for the proper performance of their assigned tasks.

7.2. Consistent with the laws and regulations of the government of the Host Party, exchange personnel assigned under this Agreement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment.

7.3. Exchange personnel and their dependents shall be informed by the Host Organization about applicable laws, orders, regulations, and customs and they shall be required to comply with them. Exchange personnel and their dependents also shall be briefed by Host Organization personnel regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the Host Organization.

7.4. Exchange personnel may observe the holiday schedule of either the Parent Party or the Host Party as mutually agreed. The Parent Organization shall adopt a liberal leave policy with regard to national holidays.

7.5. Exchange personnel shall be assigned work under the guidance and supervision of a host supervisor. The host supervisor shall establish performance standards and observe the performance of exchange personnel to provide a basis for performance evaluations. Host supervisors shall counsel exchange personnel on a regularly scheduled basis. Exchange personnel shall have performance evaluations rendered in accordance with the applicable Parent Party regulations.

7.6. Exchange personnel committing an offense under the laws of the government of either the Parent Party or the Host Party may be withdrawn from this Exchange Program with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against exchange personnel and exchange personnel shall not exercise disciplinary powers over personnel of the Host Party. The Parties shall cooperate when legally possible in carrying out administrative or disciplinary action by the Parent Party against its exchange personnel.

7.7. Any medical and dental care that may be provided to exchange personnel and their dependents at the Host Party medical facilities shall be subject to the requirements of the laws and regulations of the government of the Host Party, including reimbursement when required by such laws and regulations.

7.8. In no case shall exchange personnel be assigned to positions which would require the exercise of command, or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Party.

7.9. Exchange personnel shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities which may embarrass the Parent Party.

7.10. The Host Party shall not deploy exchange personnel in non-direct hostility situations, such as UN peacekeeping or multinational operations, without Parent Party approval. Additionally, exchange personnel shall not be deployed to a third country without Parent Party approval.

7.11. The Host Party shall not place exchange personnel in duty assignments in which direct hostilities with forces of third states are likely. Should a unit in which exchange personnel are assigned become involved in hostilities unexpectedly, the exchange personnel assigned to the unit shall not be involved in the hostilities without authorization from the Parent Party. Exchange personnel approved by both the Parent Party and the Host Party for involvement in hostilities shall be given clear guidance on the Host Party's interpretation of the laws of war, to include the rules of engagement.

7.12. Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs shall be extended to exchange personnel and their dependents on the same basis as equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the Host Party, at its discretion, with the consent of the Parent Party.

7.13. Exchange personnel shall be granted leave according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.

7.14. Military exchange personnel shall be required to comply with the dress regulations of the Parent Organization. The order of dress for any occasion shall be that which most nearly conforms to the order for the Host Organization with which they are serving. Customs of the Host Organization shall be observed with respect to wearing of civilian clothes.

7.15. Consistent with the laws and regulations of the government of the Host Party, and upon conditions of reciprocity, the Host Organization shall provide, if available, housing and messing facilities for exchange personnel and their dependents on the same basis and priority as for its own personnel. Exchange personnel shall pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization shall make suitable arrangements for the exchange personnel.

7.16. Exchange personnel and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of

the Host Party, or its political subdivision, where the personnel are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.